ATTENTION TO OFFEROR

This is a COMBINED SYNOPSIS SOLICITATION. The Department of Homeland Security (DHS), United States Coast Guard (USCG), Operational Logistics Command (LOGCOM), Heartland District Office of Procurement and Contracting (LOG-932) located in Norfolk, Virginia has a requirement for the procurement of Full Food Services at USCG Galveston/Houston, TX. This solicitation is prepared in accordance with the format in Federal Acquisition Regulation (FAR) Part 12, Acquisition of Commercial Products and Commercial Services. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2025-06, effective October 1, 2025.

This solicitation is issued as a competitive small business 8(a) qualified vendors. All responsible 8(a) vendors may submit a quotation, which shall be considered by the agency.

Randolph-Sheppard Act (RSA): This procurement is subject to the RSA, 20 U.S.C. § 107 et seq., Operation of Vending Facilities and its implementing regulations under 34 CFR Part 395. 34 CFR § 395.33, Operation of Cafeterias by Blind Vendors, establishes a priority for blind vendors recognized and represented by the State Licensing Agency (SLA), in the award of contracts for the operation of cafeterias on federal facilities. Although the solicitation is set-aside 100% small business, the SLA may also submit a proposal in accordance with 34 CFR § 395.33(b). This notice is not designed to discourage competition but notify all potential quoters that the priority established by the RSA for proposals received from SLAs and their blind vendors IS APPLICABLE to this procurement. The evaluation criteria are the same for all competing quoters, including the SLA's proposed vendor(s), with the exception of the statutory preference which must be applied per the RSA. The award will be made to a small business concern or SLA. If the SLA is dissatisfied with an action taken relative to its proposal, it may file a complaint with the Secretary of Education under the provisions of 34 CFR § 395.37. If the SLA submits a quotation that is judged to be within a competitive range and has been ranked among those quotations which have a reasonable chance of being selected for final award, the contract will be awarded to the SLA.

The associated North American Industry Classification System (NAICS) Code is **722310**, Food Service Contractors, with Size Standard of $47M. Product Service Code (PSC) is **S203**, Housekeeping-Food.

The services are being solicited under RFQ Number: **70Z08426QAA8500800**

A list of the complete requirements can be found in the attachments.

PLEASE CAREFULLY READ AND COMPLETE THE ENTIRE SOLICITATION DOCUMENT.

The following information is highlighted for your attention:

1. Be sure to complete all required prices set forth in the Schedule of Pricing, Unit Price and Total Amount information required.
2. Be sure to read FAR Provisions 52.212-1 Instructions to Quoters -- Commercial Items.
3. Be sure that your quote reaches this office by the time and date specified and/or any amendments thereto.

SITE VISIT:

A Site Visit for this requirement is optional and is scheduled for **Tuesday 30 June 2026** at 9:00 AM ET. Please contact the Contracting Officer Representative (COR) Chief Petty Officer Ernest Clarke ernest.w.clarke@uscg.mil or 571-613-3553 to RSVP by **24 June 2026** at 12:00 PM ET. Provide the company's name, the person/s who will be attending, email/s and phone number/s. The attendees will meet with the COR at the Sector Houston/Galveston galley. The Government is not responsible for costs associated with the Site Visit

QUESTIONS:

Questions will only be accepted until 12:00 PM ET, **06 July 2026**. All questions/concerns regarding this Request for Quote (RFQ) shall be submitted in writing (no telephone calls) via email to the Contract Specialist, Ryan Difernando at ryan.a.difernando@uscg.mil and Contracting Officer, Luis Torres, Luis.J.Torres@uscg.mil.

DUE DATE:

Quotes shall be submitted by ~~**10:00 AM ET, 16 July 2026**~~ **1:00 PM ET 23 July 2026**, via email to Ryan Difernando at ryan.a.difernando@uscg.mil and Luis Torres at luis.j.torres@uscg.mil. Facsimile submission is not authorized under this announcement.

FAILURE TO COMPLETE THE SOLICITATION DOCUMENTS AND AMENDMENTS AS REQUIRED MAY DISQUALIFY YOU FROM COMPETITION.

Attachments:

1. Statement of Work including technical exhibits
2. Schedule of Services and Unit Prices Form
3. Past Performance Questionnaire (PPQ)
4. Wage Determination 2015-5225, Rev 28, dated 08 July 2025

CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION: All contract administration matters will be handled by the following individuals:

GOVERNMENT: Ryan Difernando, Contract Specialist

Ryan.A.Difernando@uscg.mil
U.S. Coast Guard, LOG 932
300 E. Main Street, Suite 965
Norfolk, VA 23510
(571) 610-4929

Luis J. Torres, Contracting Officer
Luis.J.Torres@uscg.mil
(757) 628-4107

COP Ernest Clarke, Contracting Officer's Representative (COR)
Sector Corpus Christi, TX
Ernest.W.Clarke@uscg.mil

CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the Contractor will be made in accordance with:

☒ FAR 52.232-33, Payment by Electronic Funds Transfer – Systems for Award Management, or
☐ FAR 52.232-36, Payment by Third Party

INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ - Monthly in arrears

GOVERNMENT INVOICE: All invoices from the Contractor shall be submitted electronically IAW FAR 52.232-33.

Using Internet Explorer (not Google Chrome, Yahoo, Firefox, etc.) select the link: https://www.ipp.gov/.

You will submit proper invoices associated with this award through the Invoice Processing Platform (IPP) at https://www.ipp.gov/. IPP is a secure web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

Actions to take:
If you are already enrolled in IPP: If your company is already registered to use IPP, you will not be required to re-register and you do not need to contact IPP.

If you are NOT already enrolled in IPP: The point of contact you provided in your SAM.gov

registration will receive two emails from ipp.noreply@mail.eroc.twai.gov. Please note that emails from this email address may filter into your spam or junk folder:

1. The first email will have the IPP Logon ID and a link to the IPP application.
2. A second email, which will be sent within 24 hours of the first email, contains a temporary password.

Once your contact receives these emails, please ensure they log into IPP and complete the registration process. Once registered to use IPP, your company may submit invoices electronically, receive e-mail notifications when requests are paid, view payment history, and access remittance downloads. The e-mail notification of payment is sent when a payment is distributed to your bank account and may include the following payment information: Date of payment, dollar amount, invoice number, paying agency, payee name, and ACH trace number.

Vendor training materials, including a first-time login tutorial, are available on the https://www.ipp.gov/ website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities, ranging from creating and submitting an invoice to setting up email notifications. Live webinars are held monthly and provide a great opportunity to learn the basic of the system and to call in and ask the IPP team questions about the IPP application.

IPP Customer Support is available to assist users of the system and can answer your questions related to accessing IPP or completing the registration process.

• Toll-free number: 866-973-3131
• Email address: IPPCustomerSupport@fiscal.treasury.gov
• Hours of operation: Monday through Friday (excluding bank holidays) from 8:00 am - 6:00 pm ET

ACKNOWLEDGEMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

Amendment #	Date

SCHEDULE of SERVICES and PRICING

The Contractor shall provide all food, personnel, management, supervision, materials, supplies, transportation and other items or services (except as stated herein) necessary to provide full food services for the USCG personnel at Sector Houston/ Galveston, TX galley for the performance period of 01 December 2026 through 30 November 2026 in accordance with the terms and conditions in the contract.

Firm Fixed Price (FFP) services as described hereto, in accordance with the (1) Performance Work Statement (PWS); (2) Terms and Conditions (clauses/provides); and (3) Schedule of

Services.

Performance Period		Description of Services	UOM	Qty	Unit Price	Total Amount
Base Period	01DEC26-30NOV27	Full Food Services	Mo	12	$	$
Option Period One	01DEC27-30NOV28	Full Food Services	Mo	12	$	$
Option Period Two	01DEC28-30NOV29	Full Food Services	Mo	12	$	$
Option Period Three	01DEC29-30NOV30	Full Food Services	Mo	12	$	$
Option Period Four	01DEC30-30NOV31	Full Food Services	Mo	12	$	$
Grand Total						$

TERMS and CONDITIONS

The following terms and conditions apply to this solicitation. Additional information can be obtained through www.acquisition.gov.

System updates may lag policy updates. The System for Award Management (SAM) may continue to require entities to complete representations based on provisions that are not included in agency solicitations. Examples include 52.222-25, Affirmative Action Compliance, and paragraph (d) of 52.212-3, 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation, and Offeror Representations and Certifications—Commercial Products and Commercial Services, including paragraph (t). Additional examples include 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services, and 52.213-4, Terms and Conditions—Simplified Acquisitions (Other Than Commercial Products and Commercial Services).

On March 14, 2025, President Trump issued Executive Order 14236, *"Additional Rescissions of Harmful Executive Orders and Actions,"* (90 FR 13037), which revoked, among other items, Executive Order 14026 of April 27, 2021, *"Increasing the Minimum Wage for Federal Contractors"* (86 FR 22835). Pursuant to section 2(d) of Executive Order 14236, the Department of Labor is no longer enforcing Executive Order 14026 or the implementing rule (29 CFR part 23) and will take steps, including rescinding 29 CFR part 23, to implement and effectuate the revocation of Executive Order 14026.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at https://acquisition.gov/browsefar.

The following Clauses and Deviations are incorporated in full text:

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (DHS-USCG DEVIATION 14-01 Rev 1) (APR 2024)

(a) This contract and employees working on this contract will be subject to the whistleblower rights

and remedies established at 10 U.S.C. 4701 and Homeland Security Acquisition Regulation (HSAR) 3.900 (DEVIATION) through 3.905 (DEVIATION).
(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 10 U.S.C. 4701, as described in HSAR 3.900 (DEVIATION) through 3.905 (DEVIATION).
(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2025) (DEVIATION 25-19)

(a) *Definitions*. As used in this clause:
Executive means officers, managing partners, or any other employees in management positions.
First-tier subcontract means a subcontract awarded directly by the Contractor to acquire supplies or services (including construction) for performing a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.
Month of award means the month in which the Contracting Officer signs a contract or the month in which the Contractor signs a first-tier subcontract.
Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the information described at 17 CFR 229.402(c)(2).
(b) *Requirement*. Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public. Nothing in this clause requires disclosing classified information.
(c) *Reporting*. Unless otherwise directed by the Contracting Officer, or as provided in paragraph (f) of this clause, the Contractor shall report the following in the System for Award Management at https://www.sam.gov as follows:

(1) *Executive compensation of the prime contractor.* The Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and

Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.).

(2) *First-tier subcontract information.* The Contractor shall report the following information by the end of the month following the month of award of each first-tier subcontract award:

(i) Unique entity identifier for the subcontractor receiving the award and for the subcontractor's ultimate parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) The subcontract number assigned by the Prime Contractor.

(vii) Subcontractor's physical address.

(viii) Subcontractor's primary performance location.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) The applicable North American Industry Classification System code.

(3) Executive compensation of the first-tier subcontractor. The Contractor shall report by the end of the month following the month of award of a first-tier subcontract award and annually thereafter (calculated from the prime contract award date) the names and total compensation of each of the five most highly compensated executives for that subcontractor in the subcontractor's preceding completed fiscal year, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts); loans, grants (and subgrants); cooperative agreements; and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 (see http://www.sec.gov/answers/execomp.htm).

(d) *Restriction*. The Contractor shall not split or break down subcontracts to a value below the threshold at the Federal Acquisition Regulation 4.208(e), on the date of subcontract award, to avoid the reporting requirements in paragraph (c) of this clause.

(e) *Duration*. Continued reporting on first-tier subcontracts is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after a first-tier subcontract expires.

(f) *Exceptions.*

(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards for that subcontractor.

(g) *Prepopulated data*. The Subcontract Reports in SAM will prepopulate with some information from SAM and the Federal Procurement Data System (FPDS). If the FPDS information is incorrect, the Contractor should notify the Contracting Officer. If the SAM information is incorrect, the Contractor is responsible for correcting this information.

(End of clause)

FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within *one (1) day*.

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a)The Government may extend the term of this contract by written notice to the Contractor within *one (1) day*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one *(1) day* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b)If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c)The total duration of this contract, including the exercise of any options under this clause, shall not exceed *sixty (60) months*.

(End of clause)

FAR 52.219-14 Limitations on Subcontracting (DEVIATION JULY 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) Applicability. This clause applies only to

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are
(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
(5) Orders, regardless of dollar value, that are
(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multipleaward contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
(d) Independent contractors. An independent contractor shall be considered a subcontractor.
(e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:
(1) Services (except construction). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.
(i) The following services may be excluded from the 50 percent limitation:
(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.
(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.
(2) Supplies (other than procurement from a nonmanufacturer of such supplies). It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.
(3) General construction. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.
(4) Construction by special trade contractors. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.
(f) The Contractor shall comply with the limitations on subcontracting as follows:
(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause
[Contracting Officer check as appropriate.]

_X_ By the end of the base term of the contract and then by the end of each subsequent option period; or
__ By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.
(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.
(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

FAR 52.223-10 Waste Reduction Program (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause-
Recycling means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.
Waste prevention means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials. Waste reduction means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.
(b) The Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C.6962, etseq.) and implementing regulations (40 CFR Part 247).

(End of clause)

FAR 52.223-23 Sustainable Products and Services (MAY 2024) (DEVIATION FEB 2025)

(a) Definitions. As used in this clause—
Biobased product means a product determined by the U.S. Department of Agriculture (USDA) to be a commercial product or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products, including renewable domestic agricultural materials and forestry materials, or that is an intermediate ingredient or feedstock. The term includes, with respect to forestry materials, forest products that meet biobased content requirements, notwithstanding the market share the product holds, the age of the product, or whether the market for the product is new or emerging. (7 U.S.C. 8101) (7 CFR part 4270.2).
Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within,

an original manufacturing process. (42 U.S.C. 6903).
Sustainable products and services means:
(1) Products containing recovered material designated by the U.S. Environmental Protection Agency (EPA) under the Comprehensive Procurement Guidelines (42 U.S.C. 6962) (40 CFR part 247) (https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program#products).
(2) Energy- and water-efficient products that are ENERGY STAR® certified or Federal Energy Management Program (FEMP)-designated products (42 U.S.C. 8259b) (10 CFR part 436, subpart C) (https://www.energy.gov/eere/femp/search-energy-efficient-products and https://www.energystar.gov/products?s=mega).
(3) Biobased products meeting the content requirement of the USDA under the BioPreferred® program (7 U.S.C. 8102) (7 CFR part 4270) (https://www.biopreferred.gov).
(4) Acceptable chemicals, products, and manufacturing processes listed under EPA's Significant New Alternatives Policy (SNAP) program, which ensures a safe and smooth transition away from substances that contribute to the depletion of stratospheric ozone (42 U.S.C. 7671l) (40 CFR part 82, subpart G) (https://www.epa.gov/snap).
(b) Requirements.
(1) The sustainable products and services, including the purchasing program and type of product or service, that are applicable to this contract, and any products or services that are not subject to this clause, will be set forth in the Statement of Work or elsewhere in the contract.
(2) The Contractor shall ensure that the sustainable products and services required by this contract are—
(i) Delivered to the Government;
(ii) Furnished for use by the Government;
(iii) Incorporated into the construction of a public building or public work; and
(iv) Furnished for use in performing services under this contract, where the cost of the products is a direct cost to this contract (versus costs which are normally applied to the Contractor's general and administrative expenses or indirect costs). This includes services performed by contractors performing management and operation of Government-owned facilities to the same extent that, at the time of award, an agency would be required to comply if an agency operated or supported the facility.
(c) Resource. The Green Procurement Compilation (GPC) available at https://sftool.gov/greenprocurement provides a comprehensive list of sustainable products and services and sustainable acquisition guidance. The Contractor should review the GPC when determining which statutory purchasing programs apply to a specific product or service.

(End of clause)

FAR 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (August 2025) (DEVIATION 25-18)

(a) Definitions. As used in this clause-
Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.
Excess food means food that-
(1) Is not required to meet the needs of the executive agencies; and
(2) Would otherwise be discarded.
Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is—
(1) Described in section 501(c) of the Internal Revenue Code of 1986; and
(2) Exempt from tax under section 501(a) of that Code.
(b) Food donation. The Contractor is encouraged to donate excess apparently wholesome food to nonprofit organizations that help food-insecure people in the United States, where practical and safe.
(c) Costs.
(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and logistics of collecting, transporting, maintaining the safety of, or distributing the excess, apparently wholesome food to the nonprofit organization(s) helping food-insecure people.
(2) Costs incurred for excess food donations are unallowable and, as such, the Contractor will not be reimbursed for any associated costs.
(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(End of clause)

FAR 52.233-3 Protest After Award (AUG 2025) (DEVIATION 25-25)

(a) Upon receipt of a stop-work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. After receiving the final decision in the protest, the Contracting Officer must either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor must resume work. The Contracting Officer must make an equitable adjustment in the delivery schedule or contract price, or both, and the contract must be modified, in writing, accordingly, if—
(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.
(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer must allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer must allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, the

Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (AUG 2025) (DEVIATION 25-25)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

FAR 52.240-91 Security Prohibitions and Exclusions (AUG 2025) (DEVIATION 25-23)

(a) Definitions. As used in this clause—
American Security Drone Act-covered foreign entity means an entity included on a list that the Federal Acquisition Security Council (FASC) develops and maintains and publishes in the System for Award Management (SAM) at https://www.sam.gov (section 1822 of Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).
Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.
Covered article, as defined in 41 U.S.C. 4713(k), means:
(1) Information technology, as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) Telecommunications equipment or telecommunications service, as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
Covered foreign country means The People's Republic of China.
Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity

that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

FASC-prohibited unmanned aircraft system means an unmanned aircraft system manufactured or assembled by an American Security Drone Act—covered foreign entity.

FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring removing covered articles from executive agency information systems or excluding one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201-1.303(d) and (e):

(1) The Secretary of Homeland Security may issue FASCSA orders that apply to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.

(2) The Secretary of Defense may issue FASCSA orders that apply to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.

(3) The Director of National Intelligence (DNI) may issue FASCSA orders that apply to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but
(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.
Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connecting a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Kaspersky Lab-covered article means any hardware, software, or service that—
(1) Is developed or provided by a Kaspersky Lab-covered entity;
(2) Includes any hardware, software, or service developed or provided in whole or in part by a Kaspersky Lab-covered entity; or
(3) Contains components using any hardware or software developed in whole or in part by a Kaspersky Lab-covered entity.
Kaspersky Lab-covered entity means—
(1) Kaspersky Lab;
(2) Any successor entity to Kaspersky Lab, including any change in name, e.g., "Kaspersky";
(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
(4) Any entity of which Kaspersky Lab has a majority ownership.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel

management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
Subsidiary means an entity in which more than 50 percent of the entity is owned directly by a parent corporation or through another subsidiary of a parent corporation.
Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.
Unmanned aircraft means an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft (49 U.S.C. 44801(11)).
Unmanned aircraft system means an unmanned aircraft and associated elements (including communication links and the components that control the unmanned aircraft) that are required for the operator to operate safely and efficiently in the national airspace system (49 U.S.C. 44801(12)).
(b) Prohibitions on providing or using specific products or services in performance of contract. Unless a waiver or exception applies, the Contractor is prohibited from providing any products or services to the Government or using in the performance of the contract any of the following:
(1) A covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees (section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328));
(2) A Kaspersky Lab-covered article (Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91));
(3) Covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system (paragraphs (a)(1)(A) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)). This does not prohibit contractors from providing—
(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(c) Prohibition on unmanned aircraft systems manufactured or assembled by American Security Drone Act—covered foreign entities.
(1) Prohibition. The Contractor is prohibited from—
(i) Delivering any FASC-prohibited unmanned aircraft system, which includes unmanned aircraft (i.e., drones) and associated elements (sections 1823 and 1826 of American Security Drone Act of 2023, within the National Defense Authorization Act for Fiscal Year 2024, Pub. L. 118-31, Div. A, Title XVIII, Subtitle B, 41 U.S.C. 3901 note prec.);

(ii) On or after December 22, 2025, operating a FASC-prohibited unmanned aircraft system in the performance of the contract (section 1824 of Pub. L. 118-31); and
(iii) On or after December 22, 2025, using Federal funds to procure or operate a FASC-prohibited unmanned aircraft system (section 1825 of Pub. L. 118-31).
(2) Procedures. The Contractor shall search SAM for the FASC-maintained list of American Security Drone Act—covered foreign entities before proposing, or using in performance of the contract, any unmanned aircraft system. Also, the Contractor shall ensure any effort or expenditure associated with a FASC-prohibited unmanned aircraft system is consistent with a corresponding exemption, exception, or waiver determination expressly stated in the contract.
(3) Exemptions, exceptions, and waivers. The prohibitions in paragraph (c) of this clause do not apply where the agency has determined an exemption, exception, or waiver applies, and the contract indicates that such a determination has been made. See sections 1823 through 1825 and 1832 of Public Law 118-31 for statutory requirements pertaining to exemptions, exceptions, and waivers.
(d) Prohibition on using or providing specific products or services or conducting certain transactions regardless of connection to contract.
(1) Certain telecommunications and video surveillance equipment, systems, or services.
(i) Unless an applicable waiver has been issued by the Government, the Contractor cannot use any equipment, systems, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (paragraph (a)(1)(B) of section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232)).
(ii) This prohibition applies to using covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. This does not prohibit the contractor from using—
(A) A service that connects to the facilities of a third party, such as backhaul, roaming, or interconnection arrangements; or
(B) Telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
(2) Office of Foreign Assets Control Restrictions.
(i) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
(ii) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas.
(A) For lists of entities and individuals subject to economic sanctions, see OFAC's List of Specially Designated Nationals and Blocked Persons at https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists.
(B) For more information about these restrictions, as well as updates, see OFAC's regulations at 31 CFR chapter V and at https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information.
(C) To conduct electronic screens of potential parties to regulated transactions, see the consolidated screening list at https://www.trade.gov/consolidated-screening-list, which consolidates multiple export screening lists of the Departments of Commerce, State, and the Treasury.
(3) Sudan prohibition. The Contractor is prohibited from conducting any restricted business operations

in Sudan in accordance with Accountability and Divestment Act of 2007 (Pub. L. 110-174).
(4) Iran prohibitions.
(i) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, the contractor shall not engage in certain activities or transactions relating to Iran (section 6(b)(1)(A) of Iran Sanctions Act (50 U.S.C. 1701 note).
(ii) Unless an exception applies according to paragraph (d)(4)(iii) or the Government grants a waiver, contractor shall not export certain sensitive technology to Iran, as determined by the President, and has an active exclusion in SAM (22 U.S.C. 8515).
(iii) The prohibition in paragraphs (d)(4)(i) and (d)(4)(ii) do not apply if the acquisition is subject to trade agreements and the offeror certifies that all the offered products are designated country end products or designated country construction material (see part 25).
(iv) Unless an exception applies or the Government grants a waiver, contractors are prohibited from knowingly engaging in any significant transaction (i.e., over $10,000) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked according to the International Emergency Economic Powers Act (section 6(b)(1)(B) of Iran Sanctions Act (50 U.S.C. 1701 note)).
(e) Governmentwide exclusion and removal orders.
(1) Unless the Government has issued an applicable waiver, contractors shall not provide or use as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order as follows:
(i) For solicitations and contracts awarded by a Department of Defense contracting office, DoD FASCSA orders apply.
(ii) For all other solicitations and contracts, DHS FASCSA orders apply.
(2) The Contractor shall search for the phrase "FASCSA order" in the System for Award Management (SAM) at https://www.sam.gov to locate applicable FASCSA orders.
(3) The Government may identify in the solicitation other FASCSA orders that are not in SAM, which are effective and apply to the solicitation and resulting contract.
(4) A FASCSA order issued after the date of solicitation applies to this contract only if added by an amendment to the solicitation or modification to the contract (see FAR 40.204-1(c)).
(f) Reasonable inquiry. The contractor shall conduct a reasonable inquiry to determine if there are any prohibited products or services. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(g) Removal of prohibited products and services. For Federal Supply Schedules, Governmentwide acquisition contracts, multi-agency contracts or any other procurement instrument intended for use by multiple agencies, upon notification from the Contracting Officer, during the performance of the contract, the Contractor shall promptly make any necessary changes or modifications to remove any product or service produced or provided by a source that this clause prohibits.
(h) General report.
(1) If the Contractor identifies or is notified by any source, (including a subcontractor at any tier), that any product or service provided or used (or to be provided or used) during contract performance does not comply with any prohibition in this clause, then the Contractor shall report the following information, or as much information is known, in writing to the contracting office as identified in paragraph (h)(2) within 72 hours:
(i) Contract number and order number, if applicable;
(ii) The specific prohibition the product or service is not complying with;
(iii) A description of the products or services that the Contractor identifies or has reason to suspect is

prohibited (include brand; model number, such as the original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
(iv) The entity that produced the product or service (include entity name, unique entity identifier, Contractor and Government Entity (CAGE) code, facilities responsible for design, fabrication, assembly, packaging, and test of the product, and whether the entity was the OEM or a distributor (provide manufacturer codes and distributor codes used for the product));
(v) Description of the functionality of the product or service and how that functionality impacts the risk to the product or service;
(vi) An explanation of any factors relevant to determining if the product or service should be permitted by an applicable exception, exemption, or waiver (if the contractor would like the Government to consider a waiver, and asks for such a waiver);
(vii) Whether alternative products or services are available that would comply with the prohibition;
(viii) If the product or service is related to item maintenance, include the following information on the item being maintained:
(A) Brand;
(B) Model number, OEM number, manufacturer part number, or wholesaler number; and
(C) Item description, as applicable.
(ix) Any readily available information about mitigation actions implemented or recommended.
(2) If a report must be submitted to a contracting office, the Contractor shall submit the report as follows:
(i) If a Department of Defense contracting office, the Contractor shall report to the website at https://dibnet.dod.mil.
(ii) For all other contracting offices, the Contractor shall report to the Contracting Officer.
(iii) For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery contract and the contracting office for any affected order.
(3) If the report provided does not contain any of the information required by paragraph (h)(1) of this clause, and the contractor later discovers new information that is required by paragraph (h)(1) of this clause, then the contractor shall submit a subsequent report within 72 hours of discovering the new information.
(4) The contractor shall also report the information in paragraph (h)(1) if the contractor wishes to ask for a waiver of the requirements of a new FASCSA order being applied through modification.
(i) New FASCSA orders report.
(1) During contract performance, the Contractor shall review SAM at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (e) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor shall conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance. The inquiry will look at any information in the entity's possession but does not need to include an internal or third-party audit.
(3) The Contractor shall submit a report to the contracting office identified in paragraph (h)(2) of this clause if the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a source was provided to the Government or used during contract performance and is subject to a FASCSA order(s). For indefinite delivery contracts, the Contractor shall report to both the contracting office for the indefinite delivery

contract and the contracting office for any affected order. The Contractor shall report the following information within 72 hours for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order:
(i) Contract number and order number, if applicable;
(ii) Name of the covered article or source subject to a FASCSA order;
(iii) The specific FASCSA order the product or service does not comply with;
(iv) The elements of (h)(1)(iii) through (ix) of this clause.
(j) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (j) but excluding subparagraphs (d)(1) and (i)(1), in all subcontracts and other contractual instruments, including subcontracts for acquiring commercial products or commercial services.

(End of clause)

FAR 52.240-93 Basic Safeguarding of Covered Contractor Information Systems (AUG 2025) (DEVIATION 25-23)

(a) Definitions. As used in this clause—
Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.
Federal contract information—
(1) Means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government; but
(2) Does not include information provided by the Government to the public (such as on public websites) or simple transactional information (such as information necessary to process payments).
Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
Safeguarding means measures or controls that are prescribed to protect information systems.
(b) Safeguarding requirements.
(1) Basic requirements. The Contractor shall safeguard its covered contractor information systems by implementing, at minimum, the following security controls:
(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
(iii) Verify and control/limit connections to and use of external information systems.
(iv) Control information posted or processed on publicly accessible information systems.
(v) Identify information system users, processes acting on behalf of users, or devices.
(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
(xii) Identify, report, and correct information and information system flaws in a timely manner.
(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
(xiv) Update malicious code protection mechanisms when new releases are available.
(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal departments and agencies relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products, other than commercially available off-the-shelf items, or commercial services), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.243-1 Changes—Fixed-Price Alternate I (JUNE 2025) (DEVIATION 25-09)

(a)(1) At any time, the Contracting Officer may issue a written order making changes within the scope of this contract in any one or more of the following:
(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.
(2) If there are any sureties, the Contracting Officer does not need to notify them of a written order.
(b) Whether or not changed by the order, if any of the changes cause an increase or decrease in the cost of, or the time required for, performance of the work under this contract, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
(d) If the Contractor's proposal includes the cost of property made obsolete or has become excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services (SEP 2025)

(a) *Definitions.* As used in this clause—
Commercial product, commercial service and nondevelopmental item have the meanings contained in Federal Acquisition Regulation (FAR) 2.101.
Subcontract has the meaning at FAR 44.401
(b) *Requirements*.
(1) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial products, commercial services, or non-developmental items as components of items to be supplied under this contract.
(2) If a clause in the following table is included in the contract, the Contractor shall insert the clause in subcontracts for commercial products or commercial services and must flow down the requirements of the clause to subcontracts as indicated in the specific clause:

Number	Title	Date
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-17	Contractor Employee Whistleblower Rights	NOV 2023
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.219-8 *	Utilization of Small Business Concerns	JAN 2025
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010

52.222-41	Service Contract Labor Standards	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	MAR 2015
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements	MAY 2014
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	MAY 2014
52.222-54	Employment Eligibility Verification	JAN 2025
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2022
52.224-3	Privacy Training	JAN 2017
52.224-3 with Alt I	Privacy Training, with Alternate I	JAN 2017
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	MAR 2023
52.240-3	Security Prohibitions and Exclusions	DATE
52.240-3 with Alt I	Security Prohibitions and Exclusions, with its Alternate I	DATE
52.240-4	Security Requirements	DATE

52.240-4 with Alt II	Security Requirements, with its Alternate II	DATE
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	NOV 2021

* Include only if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
(c) *Subcontracts*. The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract.

(End of clause)

FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at https://acquisition.gov/browsefar.

52.203-6	Restrictions on Subcontractor Sales to the Government Alternate I	NOV 2021
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	SEP 2024
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2020
52.204-13	System for Award Management—Maintenance	AUG 2025
52.204-14	Service Contract Reporting Requirements	AUG 2025
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2025
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	AUG 2025
52.219-6	Notice of Total Small Business Set-Aside	NOV 2020
52.219-28	Postaward Small Business Program Rerepresentation	JAN 2025
52.222-3	Convict Labor	JUN 2003
52.222-42	Statement of Equivalent Rates for Federal Hires	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts)	AUG 2018
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving	MAY 2024
52.228-5	Insurance-Work on a Government Installation.	JAN 1997
52.229-3	Federal, State, and Local Taxes	FEB 2013
52.232-18	Availability of Funds	APR 1984

52.232-33	Payment by Electronic Funds Transfer-System for Award Management	OCT 2018
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (NOV 2020)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
(b) The use in this solicitation or contract of any Homeland Security Acquisition Regulation (48 CFR 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

Homeland Security Acquisition Regulation (HSAR) Clauses

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (JUL 2023)

The full text of HSAR Clauses and Provisions may be accessed electronically at http://acquisition.gov

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

Clauses:

☒ 3052.215-70, Key Personnel or Facilities.
☒ 3052.222-71, Strikes or Picketing Affecting Access to a DHS Facility.
☒ 3052.222-90, Local Hire (USCG).
☒ 3052.223-90, Accident and Fire Reporting (USCG).
☒ 3052.249-90, Contract Termination (USCG).

(End of Clause)

HSAR 3052.204-71 Contractor Employee Access (JUL 2023)

(a) Controlled Unclassified Information (CUI) is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008);
(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116-283), PCII's implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;
(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;
(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;
(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;
(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;
(7) Information Systems Vulnerability Information (ISVI) means:
(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or
(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;
(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;
(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;
(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to information that can be used to distinguish or trace an individual's identity, either alone, or when combined with other information that is linked or linkable to a specific individual; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.
(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.
(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:
(A) Truncated SSN (such as last 4 digits);
(B) Date of birth (month, day, and year);
(C) Citizenship or immigration status;
(D) Ethnic or religious affiliation;
(E) Sexual orientation;
(F) Criminal history;
(G) Medical information; and
(H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).
(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.
(b) Information Resources means information and related resources, such as personnel, equipment, funds, and information technology.
(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to

commencing work on this contract unless this requirement is waived under departmental procedures.
(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.
(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.
(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

(End of clause)

HSAR 3052.205-70 Advertisements, Publicizing Awards, and Releases (SEP 2012)

The Contractor shall not refer to this contract in commercial advertising or similar promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

(End of clause)

HSAR 3052.228-70 Insurance (DEC 2003)

In accordance with the clause entitled “Insurance – Work on a Government Installation” [or Insurance - Liability to Third Persons] in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract.
(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a)l. Employer’s liability coverage of at least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers and shall comply with applicable Federal and State Worker’s Compensation and Occupational Disease statutes.
(b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b); and shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least $500,000 per occurrence. Property damage liability insurance of at least $100,000 shall be required only in special circumstances as determined by the agency.
(c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c). This insurance shall be required on the comprehensive form of policy and shall provide bodily liability and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least $200,000 per person and $500.000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

(End of clause)

HSAR 3052.242-72 Contracting Officer's Representative (DEC 2003)

(a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Representative (COR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COR under the contract.
(b) The Contracting Officer cannot authorize the COR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

(End of clause)

Electronic Submission of Payment Requests (FSMS Awards)

(a) Definitions. As used in these instructions -
(1) "Payment request" means a bill, voucher, invoice, or request for contract financing payment with associated supporting documentation. The payment request must: comply with the requirements identified in FAR 32.905(b), "Content of Invoices" and the applicable Payment clause included in this contract. In addition, discount quotes and small business status if available must be stated. If travel was allowable and approved, components in accordance with FAR 31.205-46 must be provided.
(b) Except as provided in paragraph (c) of this clause, the contractor must submit payment requests electronically using the Invoice Processing Platform (IPP). Information regarding IPP, including IPP Customer Support contact information is available at www.ipp.gov or any successor site.
(c) The contractor may submit payment requests using a method other than IPP only when the contracting officer authorizes alternate procedures in writing in accordance with Coast Guard procedures.
(d) If alternate payment procedures are authorized, the contractor must include a copy of the contracting officer's written authorization with each payment request.
(e) IPP enrollment information is at https://www.uscg.mil/fincen/IPP/
(f) Receiving Official: Jeremy Lundberg
•Invoice Approver Official: Jeremy Lundberg
•Contracting Officer's Representative: **Jeremy Lundberg**

(End of Clause)

PROVISIONS

Provisions listed in full text:

FAR 52.212-1 Instructions to Offerors—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (ADDENDUM)

This section provides guidance to the Quoter for preparing a quote in response to this solicitation. The

quote shall include all data and information required by this solicitation and shall be submitted in accordance with the following instructions. Any contract resulting from this effort will be required to meet U.S. Government regulations and statutory requirements. In addition, Quoters are expected to ensure compliance with all laws, regulations, standards, and any other constraints specifically identified in this request for quote (RFQ). Nonconformance with the instructions provided in this section may result in an unfavorable quote evaluation. The quoter shall acknowledge receipt of any/all Amendments to this solicitation by the date and time specified in the amendment(s).

The Quoter agrees to hold the prices in its offer firm for **120 calendar days** from the date specified for receipt of quotes.

The submission of the documentation specified below will constitute the quoter's acceptance of the Terms and Conditions of the RFQ, concurrence with the SOW, and the proposed contract type.

Electronic submissions via email are the only acceptable submission method. Facsimile and/or paper submissions will not be accepted. The subject line of emailed quotes shall include the solicitation number and company name. The Government will not accept quotes via Zip file format. Quoter's shall perform a virus check prior to quote submitted to ensure Quoters' submittals shall be free of viruses, Trojans, spyware, and other malicious code for which appropriate detection and removal/ quarantine software exists.

Submissions shall be sent to the points of contact listed below. The points of contact responsible for receiving quote submissions, supplying additional information and answering all inquiries are the Contract Specialists and Contracting Officer. Submit your quote regarding this solicitation, including the attachments to:

Contract Specialist: Ryan Difernando at email ryan.a.difernando@uscg.mil

Contracting Officer: Luis Torres at email luis.j.torres@uscg.mil

Quotes shall consist of three (3) separate volumes. Quotes that do not follow the required volume content may be rejected as not in compliance with the material requirements of the solicitation and, thus, be ineligible for award. This information shall be provided in the format below:

Volume I - Factor I: Technical Approach (Maximum of 10 pages)

Factor II: Management Approach (Maximum 10 pages)

Volume II- Factor III: Past Performance

Volume III- Factor IV: Price

Each Volume must contain the following:

1. First Page (cover page) prepared on the company's letterhead stationery and includes the following information:

- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
- Agreement to furnish any or all items upon which prices are quoted at the price set opposite each item.
- Name, Address, Telephone Number, and UEI Number of the Quoter (i.e., the company name, etc.)
- Names, titles, telephone numbers, facsimile numbers, and email addresses of people authorized to negotiate on the quoter's behalf with the Government in connection with this solicitation.
- Request for Quote (RFQ) number, **70Z08426QAA8500800**.

2. Pages shall be no larger than 8 ½" X 11". The text size shall be no less than 12-point Times New Roman font, and the page margins shall be at least one inch on the top and bottom and ¾" on the sides for all pages.
3. The quoter shall provide an electronic copy via email to the contract specialist in either Microsoft Word format or in Adobe PDF format.

The quotation should not simply rephrase or restate the Government's requirements but rather should provide convincing rationale to address how the quoter intends to meet these requirements. Quoter's simply providing general statements or paraphrasing /parroting the SOW in whole or in any part shall result in a rating of unacceptable as it does not adequately demonstrate the QUOTER's approach and capability to perform the requirements identified in the SOW. Volume I shall not include any pricing information.

Volume I

Factor I: Technical Approach

The quoter's technical capability statement **shall convince the government that the quoter is capable of fully providing the services identified in Section 5.2 of the Statement of Work (SOW) by the contract start date**. Technical quote shall demonstrate the quoter's overall understanding of the SOW requirements. The quoter shall demonstrate compliance with requirements delineated within the SOW. The offeror's proposal shall consist of a written submission to the Government.

The quoter shall provide a technical written quote that clearly addresses the following:

- Quote should clearly demonstrate a comprehensive and effective strategy for completing the tasks outlined in the Statement of Work (SOW) Section 5.2, 5.3 and Technical Exhibits 1-7. (Max of 10 pages)
- The quoter shall provide a four-week sample cycle menu in accordance with SOW paragraph 5.2.1.1 and Technical Exhibit 4. The menu should align with the outlined standards listed on section 5.2.1.2 and requirements, demonstrating the quoter's ability to meet the government's expectations for meal planning and delivery.

Factor II: Management Approach

The quoter's management approach **must clearly demonstrate their ability to provide the required staffing and effectively manage the services outlined in Section 8.0 of the Statement of Work (SOW) by the contract start date**. It is essential that the quoter presents a clear, credible, and well-organized plan to instill confidence in the Government regarding their ability to fulfill all contract requirements. The quoter shall provide the following:

The Quoter shall provide a Staffing Plan that clearly demonstrates their understanding of, and capability to meet, the requirements specified in Section 7.0 and 8.0 of the Statement of Work (SOW). The plan should detail how the company will successfully meet these requirements through its management capability and expertise. The Staffing Plan must identify the appropriate quality (e.g., skill, experience, education) and quantity of personnel for each labor category, including both Service Contract Act exempt and non-exempt positions, as required in Sections 7.0 and 8.0 of the SOW.

The plan (utilizing the table below as sample) shall identify the number of hours (to include full- and part-time), job title and working hours, number of employees working, and number of supervisory personnel present during working hours.

Labor Category / Job Title	Exempt / Non-Exempt	Total Number of Full Time Employees	Total FTE Hours	Total Number of Part Time Employees	Total PTE Hours
Program Manager					
Alternate Program Manager					
Food Services Worker					
Cashier					
Add as necessary					

- **The quoter shall provide Key Personnel Resumes that clearly meet or exceed all the requisite education, training, experience and certification requirements in accordance with Sections 7.2.2.1 Program Manager and Alternate Program Manager of the SOW**. This requirement indicates that the Key Personnel identified by the quoter must be prepared to begin work immediately upon contract start date. It underscores the importance of ensuring that critical staff are available and ready to fulfill their roles without delay, enabling seamless execution of the contract's objectives from the outset. The quoter must provide a copy of the ServSafe certificate with their quote.
- Quality Control Plan will be submitted that clearly demonstrates their understanding of, and capability to meet, the requirements specified in Section 8.0 of the Statement of Work.

Volume II- Factor III: Past Performance

Quoters shall furnish the information listed below for at least two (2) different contracts, that are

ongoing or completed within the last five (5) years. Attachment 3 Past Performance Questionnaires shall be submitted directly to this office from the individual/agency completing the questionnaire. Questionnaires received directly from the quoter will not be considered.

The PPQ shall be forwarded to the Contract Specialist Ryan Difernando, via e-mail at ryan.a.difernando@uscg.mil and Contracting Officer, Luis Torres at Luis.J.Torres@uscg.mil from the past performance evaluator's e-mail address on or before the Quote Due Date.

Quoters who have no relevant past performance shall affirmatively declare that they do not have relevant past performance for the past performance submittal.
The Government may use other sources of past performance information other than the sources identified by the quoter. If a quoter submits past performance information that is not relevant, the Government may determine that the quoter does not fully understand the requirements of the solicitation and my evaluate accordingly.

The Government will also use the Contractor Performance Assessment Reporting System (CPARS), in addition to other sources, to obtain contractor past performance information. Although the Government will consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the Quoter. Additionally, the Government will only consider relevant Past Performance that is defined similar in nature, scope, or complexity to the requirements of Sector Houston / Galveston, TX.

The Quoter shall provide the following information and a written description of the services for each past performance reference:
a. Contract Number
b. Total Dollar Value
c. Contract Award Date
d. Procuring Agency
e. Title of Contract
f. Government POC (name, telephone number and email)
g. Description of Service that proofs relevancy
h. Period of Performance
i. Type of Contract

Volume III- Factor IV: Price

This volume shall include completed quote documents and additional supporting documentation described below pricing rationale.

The quoter shall submit a completed Schedule of Services Form (Attachment 2). Separate pricing information shall be submitted for each option period of the services, as well as a total summary for all option periods of service. Pricing must be submitted rounded up to two decimal numbers. The quoter is required to provide unit prices for all items. A zero-dollar figure ($0.00) unit price means the quoter will provide the service at no charge to the Government. Unit prices left blank or annotated with something other than a dollar figure will be considered unacceptable and the Government has discretion whether to reject the quote without any further consideration.

The quoter is required to submit a price narrative (Word or PDF format) and a price quote containing all the narrative explanations used in deriving calculated prices. These narratives shall clearly explain the methodologies, calculations, and assumptions used in developing price quotes. In addition, the quoter must fill-in attachment 3 (Price labor fringe with the required information for all options is included).

All pricing and pricing supporting information shall be contained in the price quote. No price information shall be included in any other volume including cover letters. Quoters are responsible for submitting sufficient information to enable the Government to fully evaluate their price quote.

Basis of award

FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Aug 2025) (DEVIATION 25-21) (ADDENDUM)

The Government intends to award a single Firm Fixed Price contract in accordance with FAR 12 whose quotes conform to the RFQ requirements (to include all stated terms, conditions, representations, certifications, and all other information required by the solicitation), and whose quotes represent the Best Value trade-off to the Government.

Accordingly, each quoter should submit its most favorable terms from a price and non-price standpoint. The Government reserves the right to award a firm fixed price award other than the lowest priced quote without discussions; or award a firm fixed priced after discussions, whichever is in the best interest of the Government.

The Government intends to award without discussions. However, the Government reserves the right to hold discussions if determined necessary. In the event the Government determines discussions are necessary, the Contracting Officer shall establish a competitive range comprised of the most highly rated quotes. Only those Quoter's within the competitive range will be included in discussions and considered for award.

Factor I: Technical Approach, Factor II: Management Approach, Factor III Past Performance (all non-price factors) when combined are significantly more important than Price.

Quotations will be evaluated in accordance with FAR 12.203-Evaluation, based on the criteria listed below. The following factors will be used to evaluate quotes: (1) Technical, (2) Management, (3) Past Performance (4) Price.

The non-price factors are comprised of the following factors: Factor I: Technical Approach, Factor II: Management Approach and Factor III: Past Performance.

Factor I, Technical Approach and Factor II, Management Approach will be combined to determine acceptability.

Quotations demonstrating innovation, including but not limited to identifying improvement opportunities to the government, more autonomous approaches that reduce the government's level of

effort in completing the work, adoption of best practices from other relevant projects such as work for other government agencies will receive more favorable consideration.

FACTOR I – TECHNICAL APPROACH

The Government will review and evaluate the submitted quotes to assess whether the quoter has clearly demonstrated a comprehensive understanding of the requirements and associated risks, as well as the capability to perform the functions supporting Sector Houston/Galveston, TX. Quoters must detail their proposed methods for completing all tasks outlined in Section 5.2 of the Statement of Work (SOW) and present a well-developed approach that is likely to achieve the required results within the specified timeframe. Additionally, the Government will evaluate the quoter's overall understanding of the requirements and review the submitted monthly sample cycle menu to determine whether the contractor can meet the Government's expectations for meal planning, in accordance with Exhibit 4 and the standards specified in Section 5.2.1.1 of the SOW.

FACTOR II – MANAGEMENT APPROACH

The Government will evaluate the quoters management Approach, resumes and staffing plan in accordance with sections 7.0 and quality control plan section 8.0 of the Statement of Work to determine whether the quoter has presented a comprehensive strategy for planning, executing, recruiting, training, and retaining a qualified workforce, as well as providing key personnel who meet the Government's requirements as outlined in this solicitation.

- Staffing plan will be evaluated based upon the quoter's ability to provide adequate personnel (utilizing the table provided on FAR 52.212-1) to meet the requirements described in the SOW and to determine whether the quoter has presented a comprehensive strategy for planning, executing, recruiting, training, and retaining a qualified workforce.

- Quality Control Plan will be evaluated based upon the quoter's ability to monitor the program, inspection and control the performance of service.

- Key personnel resumes will be evaluated based upon meeting the minimum requirements identified in the SOW Sections 7.2.2.1.

FACTOR III - PAST PERFORMANCE

The Government will only evaluate relevant past performance. The Government will use all relevant past performance information to conduct past performance assessment. The assessment will be based on the information received on the Past Performance Questionnaires (PPQs) (Attachment 3) and other relevant information as indicated below. For purposes of this RFQ, recent past performance is performance that has taken place within five years as of the closing date of this RFQ. Relevance of past performance is based on the similarity of nature, scope and complexity of the of the past performance to the current work. The Government will evaluate each QUOTER's past performance to assess whether there is a reasonable expectation that an offeror will successfully perform the requirement.

The Government will also use the Contractor Performance Assessment Report System (CPARS), in

addition to other sources, to obtain contractor past performance information and will use the information in the assessment. Although the Government will consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the quoter. Additionally, the Government will only consider relevant Past Performance as defined by similar in nature, scope, and complexity.

Note** In the case of a quoter without a record of relevant past performance or for whom information on past performance is not available, the quoter may not be evaluated favorably or unfavorably on past performance.

FACTOR IV – PRICE

The Government will evaluate price quotes for the base year and all option periods. The quoter's price will be evaluated by the Government using one or more of the price analysis techniques to determine if the proposed price is reasonable, balanced, and complete.

Options: Ordering periods will be evaluated pursuant to solicitation provision FAR 52.217-5, Evaluation of Options. The Government will evaluate the quote for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. The evaluation of options does not obligate the Government to exercise the option(s).

The Government will evaluate its Option to Extend Services (see FAR Clause 52.217-8) by adding six months of the quoter's final option period price to the quoter's total price. This amount will be the total evaluated price. Quoters are required to provide prices for a 12-month base period and four option periods only. Quoters shall not submit a price quote for the potential six-month extension of services period. The Government may choose to exercise the Option to Extend the Services at the end of any performance period (base or option periods). Prices for the base and option periods, including the 6-month option available under FAR 52.217-8, will be evaluated to ensure that they are fair and reasonable for the performance of the requirements established in the solicitation and as proposed in the technical submission. The price for the effort associated with FAR 52.217-8 will not be included in the total awarded value at contract award. If, at the end of the contract's/order's period of performance (the end of the base period or any option period) and within the time period established in the clause, the Government chooses to exercise this option, the pricing will be pursuant to the rates specified in the contract for the preceding performance period."

Notice of award: A written notice of award or acceptance of a quote furnished to the successful Quoter within the time for acceptance specified in the quote, shall result in a binding contract without further action by either party. Before the quote's specified expiration time, the Government may accept a quote (or part of a quote), whether there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

FAR 52.233-2: Service of Protest (AUG 2025) (DEVIATION 25-25)

(a) Protests, (as defined in FAR 33.102), that are filed directly with an agency, and copies of any

protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer identified in the solicitation by obtaining written and dated acknowledgment of receipt from them.
(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov

52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	JAN 2017
52.204-7	System for Award Management	AUG 2025
52.212-1	Instructions to Offerors—Commercial Products and Commercial Services	SEP 2023
52.212-2	Evaluation—Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation of Options	JUL 1990
52.229-11	Tax on Certain Foreign Procurements-Notice and Representation	JUN 2020
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications	JUN 2020
52.223.22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	DEC 2016
52.237-1	Site Visit	APR 1984

(End of Provision)

FAR 52.252-5, Authorized Deviation in Provisions (NOV 2020)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
(b) The use in this solicitation of any Department of Homeland Security Acquisition Regulation (HSAR) (48 CFR Chapter 30) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)